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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

INTERNATIONAL MARKETS LIVE,  
INC., a corporation dba iMARKETSLIVE  
and IM ACADEMY;

Case No

Plaintiffs,

v.

FIDEL CHARLES an individual;

Defendants.

COMES NOW, Plaintiff by and through its attorneys, the Law Offices of P. Sterling Kerr, complain and allege against Defendants FIDEL CHARLES as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff International Markets Live (“IM Academy”) is a corporation with corporate offices in Las Vegas, NV.

2. Defendant Fidel Charles is a resident of New York.

3. This Court has diversity subject matter jurisdiction of this action. The Court has diversity jurisdiction under 28 U.S.C. § 1332 because no Plaintiffs and Defendants are residents of the same state, and because the amount in controversy, exclusive of interest and costs, exceeds seventy-five thousand dollars (\$75,000.00).



1 During the term of the Agreement, Company may supply to Independent Affiliates  
2 confidential information, including, but not limited to genealogical and Downline  
3 reports, customer lists, customer information developed by Company or developed  
4 for and on behalf of Company by Independent Affiliates (including, but not limited  
5 to, credit data, customer and Independent Affiliate profiles and product purchase  
6 information), Independent Affiliate lists, manufacturer and supplier information,  
7 business reports, commission or sales reports and such other financial and business  
8 information which Company may designate as confidential. All such information  
9 (whether in written or electronic format) is proprietary and confidential to Company  
10 and is transmitted to Independent Affiliates in strictest confidence on a "need to  
11 know" basis for use solely in Independent Affiliates business with Company.  
12 Independent Affiliates must use their best efforts to keep such information  
13 confidential and must not disclose any such information to any third party, or use  
14 this information for any non-company activity directly or indirectly while on  
15 Independent Affiliate and thereafter.

16  
17 11. Defendant entered into an IBO Agreement requiring the IBO to agree to IM  
18 Academy's Policies and Procedures.

19 12. At all times relevant herein, Defendant knew and was aware of the terms of the  
20 IM Academy's Policies and Procedures, including the prohibitions against recruiting IM  
21 Academy's IBOs and educators to leave IM Academy, the prohibition against working for a  
22 competitor of IM Academy, and the prohibition against providing Confidential Information  
23 and intellectual property to anyone outside of IM Academy's.

24 13. Defendant breached the IM Academy's Policies and Procedures.

25 14. Defendant breached his contracts with IM Academy by, among other things,  
26 going on social media and disparaging IM Academy, leaving IM Academy and immediately  
27 seeking to get IM Academy's IBOs, educators, and traders to leave IM Academy.

28 15. Defendant solicited, recruited, and enticed other IM Academy IBOs and  
traders away from IM Academy.

16 16. Defendant knowingly, intentionally, and wrongfully took Confidential  
17 Information and intellectual property from IM Academy.

18 17. Defendant knowingly, intentionally, and wrongfully used the Confidential  
19 Information and intellectual property he took from IM Academy.

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1           28. Defendant misappropriated IM Academy's trade secrets by disclosing the trade  
2 secrets without express or implied consent from IM Academy, including those trade secrets  
3 that were obtained without authorization from IM Academy.

4           29. Defendant further misappropriated IM Academy's trade secrets by using the  
5 trade secrets without express or implied consent from IM Academy.

6           30. Defendant had a duty to maintain the secrecy of IM Academy's trade secrets.

7           31. As a result of Defendant's misappropriation of IM Academy's trade secrets,  
8 IM Academy has suffered damages to be determined at trial in excess of one million dollars  
9 (\$1,000,000.00).

10          32. IM Academy is entitled to exemplary damages due to Defendant's willful and  
11 malicious misappropriation of IM Academy's trade secrets in excess of one million dollars  
12 (\$1,000,000.00).

13          33. IM Academy is entitled to its reasonable attorney's fees and costs due to  
14 Defendant's willful and malicious misappropriation of IM Academy's trade secrets.

15                                   **THIRD CLAIM FOR RELIEF**  
16                                   (Defamation Per Se against Defendant)

17          34. IM Academy incorporates by reference and reaffirms each and every allegation  
18 previously asserted as if fully set forth herein.

19          35. Defendant's made statements on social media which tend to harm the  
20 reputation of the IM Academy in the estimation of the community and deter third persons  
21 from associating or dealing with IM Academy.

22          36. The statements are false.

23          37. The statements were intentionally published on the internet.

24          38. The statements constitute the imputation that IM Academy has a lack of fitness  
25 for trade, business, or profession.

26          39. As a direct and proximate result of Defendant's defamatory acts, IM Academy  
27 has been harmed in amount in excess of one million dollars (\$1,000,000.00).  
28

1           40.     It has been necessary for IM Academy to retain the services of an attorney to  
2 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and  
3 costs.

4                                   **FOURTH CLAIM FOR RELIEF**

5                           (Tortious Interference with Contractual Relations against Defendant)

6           41.     IM Academy incorporates by reference and reaffirms each and every allegation  
7 previously asserted as if fully set forth herein.

8           42.     IM Academy had contractual relationships with educators, trades, customers,  
9 and individual representatives who are receiving educational products for Forex markets in  
10 exchange for monetary compensation.

11           43.     Defendant knew of these relationships.

12           44.     Defendant spread false information and used IM Academy's confidential  
13 information and trade secrets to form relationships with IM Academy's customers for his  
14 personal gain.

15           45.     Defendant's conduct was not legally justified.

16           46.     As a direct and proximate result of Defendant's interference with IM  
17 Academy's contractual relationships, IM Academy has been harmed in amount in excess of  
18 one million dollars (\$1,000,000.00).

19           47.     It has been necessary for IM Academy to retain the services of an attorney to  
20 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and  
21 costs.

22                                   **FIFTH CLAIM FOR RELIEF**

23                           (Tortious Interference with Prospective Economic Advantage against Defendant)

24           48.     IM Academy incorporates by reference and reaffirms each and every allegation  
25 previously asserted as if fully set forth herein.

26  
27     ///

28     ///

1           49.     IM Academy had prospective contractual relationships with educators, traders,  
2 customers and individual representatives who desired to participate in receiving educational  
3 products for Forex markets.

4           50.     Defendant knew of these prospective relationships.

5           51.     Defendant spread false information and used IM Academy's confidential  
6 information and trade secrets with the intent of preventing and inhibiting IM Academy's  
7 relationships with the prospective customers.

8           52.     Defendant's conduct was not legally justified.

9           53.     As a direct and proximate result of Defendant's interference with the  
10 prospective customer relationships, IM Academy has been harmed in amount in excess of one  
11 million dollars (\$1,000,000.00).

12           54.     It has been necessary for IM Academy to retain the services of an attorney to  
13 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and  
14 costs.

15                               WHEREFORE, PLAINTIFF PRAYS FOR  
16                               THE FOLLOWING RELIEF AGAINST DEFENDANT:

17           1. For Damages in an amount greater than \$1,000,000.00 as a result of Defendant's  
18 unlawful actions;

19           2. For injunctive relief to enjoin the Defendant from the following:

- 20           • Defendant shall immediately refrain from using any customer list,  
21 trademark, trade secret, program information, or any other confidential information  
22 and/or materials, including downlines, back-office data, binary options trading  
23 software, and binary options trading algorithms from IM Academy;
- 24           • Defendant shall immediately refrain from disclosing any IM Academy  
25 customer list, trademark, trade secret, program information, or any other confidential  
26 information and/or materials;
- 27           • Defendant shall immediately return any equipment, or other materials,  
28

1 including but not limited to, hard copies of documents and/or data, electronic copies of  
2 documents and/or data, emails, and any other material containing or referring to any  
3 IM Academy customer list, trademark, trade secret, program information, or any other  
4 confidential information and/or materials;

5 • Defendant shall immediately refrain from conducting and soliciting any  
6 business, accepting any employment by or rendering professional services to, any  
7 person or organization that is or was a IM Academy distributor, educator, trader,  
8 and/or client, which includes that Defendant shall not conduct business with former  
9 IM Academy IBOs, educators, or traders; and

10 • Defendant shall immediately refrain from soliciting, recruiting, bribing, and/or  
11 enticing IM Academy IBOs, educators, and/or traders to violate his contracts with IM  
12 Academy and/or misappropriate IM Academy's Confidential Information and/or  
13 intellectual property.

14 3. For an award of pre-judgment interest, as well as reasonable attorneys' fees as both  
15 normal and special damages, and other costs; and

16 4. For such other and further relief that this Court deems just and proper.

17 Dated this 22nd day of June 2021.

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